

1 DEWAYNE HOPKINS
2 10592 FUQUA STREET
3 Suite A.
4 HOUSTON, TX 77089
5
6 571-337-4641

JUN 08 2018

David J. Bradley, Clerk of Court

7 UNITED STATES BANKRUPTCY COURT
8 SOUTHERN DISTRICT OF TEXAS

10)
11) CASE NO. 18-32681
12) DEWAYNE HOPKINS) CHAPTER 7
13) Plaintiff,) ADV. Proc. No.
14) vs.)
15) CARVANA, BRIDGECREST CREDIT) ADVERSARY COMPLAINT TO DETERMINE
16) COMPANY) VALIDITY, PRIORITY AND EXTENT OF LIENS,
17) Defendants.) AND REQUEST FOR DECLARATORY
18)) JUDGMENT

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24 COMES NOW, DEWAYNE HOPKINS, "Plaintiff", for their complaint against the
25 Defendants, BRIDGECREST CREDIT COMPANY LLC, CARVANA LLC, and alleges as
26 follows:
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1. This is a core proceeding over which this court has jurisdiction under Title 28
2. U.S.C. § 157(B).

2. Plaintiff is the debtor in this chapter 7 case which was filed on 5/23/2018.

6 Plaintiff seeks to have this Court determine the validity, priority and extent of any
7 liens alleged by all Defendants, and further requests a declaratory judgment that none
8 of the Defendants has a valid lien against the personal property located at 10592
9 Fuqua Street. ("2014 TOYOTA PRIUS V WHITE") which is owned by Plaintiff.

11 Plaintiff files this complaint pursuant to the provisions of *Federal Rule of Bankruptcy*
12 *Procedure* § 7001, and files this request for a declaratory judgment pursuant to the
13 provisions of *Federal Rule of Civil Procedure* § 57.

15 4. Defendants all allege that they have valid liens and/or secured claims against The
16 Personal Property, an allegation which Plaintiff denies.

17 5. Plaintiff contends that none of the Defendants has a valid lien and/or secured
18 claim against The Personal Property by virtue of the fact that:

21 [a] This debt has been assigned and transferred to Bridgecrest Credit
22 Company, thru a separate third party agreement without plaintiffs knowledge or
23 consent. Bridgecrest Credit Company is not a servicer of any loan.

1 [b] Trickery was used on plaintiff. Assignment section was put at the very end of the
2 Retail Installment Contract and Security Agreement and left blank intentionally to
3 deceive plaintiff of third party agreement/involvement between CARVANA LLC,
4 and BRIDGECREST CREDIT COMPANY, that plaintiff was never made
5 aware of.

6 [c] Concealment. Carvana LLC, went as far as to conceal the fact that they were going to
7 abandon the Retail Installment Contract and Security Agreement and pursue
8 performance thru a separate contract with BRIDGECREST CREDIT COMPANY.

9 [d] Lack of standing. Carvana LLC lack standing to repossess due to the fact they sold
10 and abandoned their interest in pursuit of a third party contract with BRIDGECREST
11 CREDIT COMPANY.

12 [e] Any of the Defendants which was the last holder of any promissory note and/or title
13 could not acquire the rights of a holder in due course because the Defendants engaged
14 in illegal and fraudulent acts that affect the instrument pursuant to *Commercial Code* §
15 3203(b), and

16 [f] None of the Defendants can show its right of enforcement of any alleged promissory
17 note securing the collateral by producing the original of said promissory note pursuant
18 to *Commercial Code* § 3501(b)(2), nor can any Defendant show that it is the actual
19 valid holder of said promissory note and thus entitled to enforce it pursuant to
20 *Commercial Code* § 3301;

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6. Because of the foregoing, none of the Defendants has a valid lien and/or secured claim against the Personal Property owned solely by Plaintiff nor do they have standing to file any claim, secured or otherwise against Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows

1. That the Court determine that none of the Defendants has a valid lien and/or secured claim against the Real Property located at and owned by Plaintiff.
2. That the Court issue a declaratory judgment that none of the Defendants has a valid lien and/or secured claim against the Real Property owned by Plaintiff located at 10592 Fuqua Street Houston TX. unknown location.
3. That all liens be released from debtors property and title to said property be released to defendant.
4. For such other and further relief as is just and proper.

Dated:

6/7/03

Dewey K. Doss